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9 Counsel for Plaintiff Allen Moshiri

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11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
13

14 ALLEN MOSHIRI, individually, and
15 on behalf of all others similarly
16 situated,

17 Plaintiffs,

18 vs. HSNi, LLC, a Delaware Limited
Liability Company, dba Home
Shopping Network, MARTHA
19 STEWART LIVING OMNIMEDIA,
INC., a Delaware Corporation,
20 EMERIL'S HOMEBASE, LLC, a
Louisiana Limited Liability Company,
21 EMERILS.COM, LLC, a Louisiana
Limited Liability Company, and DOES
22 1 through 20, inclusive,

23 Defendants.
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CASE NO. 3:14-cv-01034-VC

**STIPULATION TO DISMISS HSNi,
LLC, WITH PREJUDICE AND
~~(PROPOSED)~~ ORDER**

1 Pursuant to Fed. R. Civ. P. 41(a)(1), the Parties, through their undersigned
2 counsel of record, hereby stipulate to dismiss Defendant HSNi, LLC (hereinafter
3 "HSN") with prejudice from this action. The parties declare in support of this request as
4 follows:

5 WHEREAS, Plaintiff ALLEN MOSHIRI ("Plaintiff") filed the Class Action Complaint
6 on March 5, 2014;

7 WHEREAS, on May 6, 2014, Defendant HSN filed its Motion to Dismiss;

8 WHEREAS, on May 20, 2014, Plaintiff timely filed his opposition briefs to
9 Defendant HSN's Motion to Dismiss;

10 WHEREAS, on May 27, 2014, Defendant HSN timely filed its respective reply
11 papers to Plaintiff's opposition to Defendant's Motion to Dismiss;

12 WHEREAS, the Court granted Defendant's Motion to Dismiss with leave to
13 amend on June 20, 2014;

14 WHEREAS, Plaintiff ALLEN MOSHIRI ("Plaintiff") filed the First Amended Class
15 Action Complaint on July 18, 2014;

16 WHEREAS, wishing to settle all of Plaintiff's claims and disputes against HSN,
17 Plaintiff and HSN have reached a good faith settlement, the terms of which are governed
18 by an executed Settlement Agreement and Release dated December 28, 2014
19 ("Settlement Agreement");

20 WHEREAS, pursuant to the Settlement Agreement between Plaintiff and HSN, in
21 exchange for adequate consideration, Plaintiff agrees to voluntarily dismiss HSN with
22 prejudice from this action;

23 WHEREAS, in executing the Settlement Agreement, HSN expressly denies any
24 liability for the claims alleged against it in this action;

25 WHEREAS, a class has not been certified in this action as of the date of this
26 Stipulation, and therefore court approval under Fed. R. Civ. P. 23(e) is not required;

27 NOW, THEREFORE, pursuant to Fed. R. Civ. P. 41(a)(1), the Parties through
28 their respective attorneys stipulate as follows:

1 1. Pursuant to a settlement reached by and between Plaintiff and HSN, the
2 terms of which are governed by the Settlement Agreement, HSN is dismissed with
3 prejudice from this action.

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2 **IT IS SO STIPULATED.**

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4 Dated: January 8, 2015

SEYFARTH SHAW, LLP

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6 By: s/ Daniel M. Blouin
7 Jay W. Connolly
8 Daniel M. Blouin
9 Kristine Rinella Argentine
10 Attorneys for Defendant HSNi, LLC

11
12 Dated: January 8, 2015

LAW OFFICES OF FARRAH MIRABEL

13 By: s/ Farrah Mirabel
14 Farrah Mirabel

15
16 Dated: January 8, 2015

LAW OFFICES OF J. KIRK DONNELLY

17 By: s/ J. Kirk Donnelly
18 J. Kirk Donnelly

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20 Attorneys for Plaintiff ALLEN MOSHIRI,
21 individually and on behalf of all others similarly
22 situated
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ATTESTATION PER LOCAL CIVIL RULE 5-1(I)(3)

I am a signatory to this document and am the person whose ECF and ID and passwords are being utilized in its electronic filing with the Court. I hereby attest that concurrence in the filing of this document has been obtained from each of the other signatories hereto.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 8th day of January, 2015 at Newport Beach, California.

By: s/ Farrah Mirabel
Farrah Mirabel
Attorney for Plaintiff

~~PROPOSED~~ ORDER

**PURSUANT TO STIPULATION, AND GOOD CAUSE APPEARING, THE
COURT ORDERS AS FOLLOWS:**

Pursuant to a good faith settlement entered into by Plaintiff Allen Moshiri ("Plaintiff") and Defendant HSNi, LLC ("HSN"), which settlement is memorialized in a Settlement Agreement and Release executed by Plaintiff and HSN on December 28, 2014, and the Parties Stipulation To Dismiss HSN With Prejudice from this action, HSN is hereby dismissed with prejudice from this action.

IT IS SO ORDERED.

DATED: January 12, 2015



Hon. Vince Chhabria
United States District Judge